

*LAW OFFICES  
OF*

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Antonio D. Michetti

Robert E. Diehl, Jr. (Retired, 1961-2021)  
John T. Robinson (Retired, 1976-2018)  
Michael Kivko (1931-1987)

February 25, 2025

Clerk, US Bankruptcy Court  
1501 North 6<sup>th</sup> Street  
Harrisburg, PA 17102

**RE: Scott W. Dunham, Jr., and Robin L. Dunham, Chapter 13  
Case No. 1-24-01534-HWV  
OBJECTION TO AMENDED PLAN**

To Whom It May Concern:

Please be advised that our office serves as legal counsel for Truck and Trailer Sales and Leasing Corp., (hereinafter TTSL) a creditor of Scott Dunham above captioned, and please enter our appearance on their behalf.

TTSL objects to the plan for the following reasons:

1. As of February 2025, the balance owed TTSL per the attached agreement is \$208,816.61 and this is not reflected on the Amended Plan; and
2. TTSL was not served with the Notice of Claim, and therefore should have the right to file a claim at this time.

Debtors' counsel, Lisa A. Rynard, is copied herein.

Sincerely,



Antonio D. Michetti, Esquire

ADM/mam  
Enclosure(s)

cc: Lisa A. Rynard, Esquire  
Truck & Trailer Sales & Leasing Corp.



**UNITED STATES BANKRUPTCY COURT  
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

**IN RE:** : **CHAPTER 13**  
**SCOTT W. DUNHAM, JR.** : **CASE NO. 1-24-01534-HWV**  
**ROBIN L. DUNHAM** :  
: **Debtors** :

**NOTICE**

**NOTICE IS HEREBY GIVEN THAT:**

An **Amended Plan** has been filed by the Debtors. The hearing on the confirmation of the Amended Plan of reorganization is scheduled for:

**United States Bankruptcy Court  
Sylvia H. Rambo US Courthouse  
Bankruptcy Courtroom  
1501 North 6<sup>th</sup> Street  
Harrisburg, PA 17101**

**Date: March 5, 2025**

**Time: 9:30 AM**

Any objection to the Amended Plan must be filed on or before **February 26, 2025**. Anyone wishing to object to the Amended Plan must do so in writing, in accordance with the Federal Rules of Bankruptcy Procedure. Objections must be filed with the Clerk, U.S. Bankruptcy Court, 1501 North 6th Street, Harrisburg, PA 17102 and a copy served on Debtors' counsel, Lisa A. Rynard, Esquire, at the address below. Any objecting party must appear at the hearing.

Please note that evidentiary hearings will not be conducted at the time of the confirmation hearing. If it is determined during the confirmation hearing that an evidentiary hearing is required, the evidentiary hearing will be scheduled for a future date.

A copy of all documents filed in connection with this matter are available for inspection at the Clerk's Office, 1501 North 6<sup>th</sup> Street, Harrisburg, PA.

Lisa A. Rynard, Esquire  
Law Office of Lisa A. Rynard  
240 Broad Street  
Montoursville, PA 17754  
(570) 505-3289  
larynard@larynardlaw.com  
Counsel for Debtors

Dated: January 21, 2025



Case 1:24-bk-01534-HWV Doc 32 Filed 02/26/25 Entered 02/26/25 13:30:31 Desc  
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**C. Secured claims, but not secured by claims secured by Debtor's possession.** Check one.

☐ None. If "None" is checked, the rest of § 2.1 need not be completed or reproduced.

- ☒ The Trustee shall identify in each creditor list below the amount of payments in the allowed claim. If prepetition payments are not required or not used claims, they must be paid in the amount stated below. Unless otherwise indicated, it is held that the automatic stay is granted as to any collateral listed in this section. All payments in the creditor list below shall cease, and the claim will no longer be provided for under § 541(c)(2) of the Bankruptcy Code.

Name of Creditor	Description of Collateral	Estimated Prepetition Amount to be Cured	Estimated Postpetition Amount to be Cured	Estimated Total to be Paid in Plan
Northwestern National Bank	437 App Road, Subdivision 2A	24,000	0.00	24,000

**D. Other secured claims, debt payments and claims for which a § 506 valuation is not applicable.**

☒ None. If "None" is checked, the rest of § 2.1 need not be completed or reproduced.

The claims below are secured claims for which a § 506 valuation is not applicable, and can include (1) claims on a vehicle (a) secured within 910 days of the petition date or secured by a purchase money security interest in a motor vehicle acquired for the personal use of the Debtor, or (b) secured within 1 year of the petition date and secured by a purchase money security interest in any other thing of value (2) used in payments on (1) secured claim not provided for elsewhere.

1. The allowed secured claims listed below shall be paid in full and their liens retained until the earlier of the payment of the underlying debt determined under nonbankruptcy law or discharge under § 523 of the Code.

2. In addition to payment of the allowed secured claim, present value interest payment to 11 U.S.C. § 542(a)(2)(B)(ii) will be paid at the rate and in the amount listed below, unless an objection is raised. If an objection is raised, then the court will determine the present value interest rate and amount at the confirmation hearing.

3. Unless otherwise ordered, if the claimant notifies the Trustee that the claim was paid, payments on the claim shall cease.

Name of Creditor	Description of Collateral	Principal Balance of Claim	Interest Rate	Total to be Paid in Plan

**E. Secured claims for which a § 506 valuation is applicable. Check one.**

☒ None. If "None" is checked, the rest of § 2.1 need not be completed or reproduced. Claims listed in the subsection are debts secured by property not described in § 2.1 of this plan. These claims will be paid in the plan according to modified terms, and liens retained until the earlier of the payment of the underlying debt determined under nonbankruptcy law or discharge under § 523 of the Code. The excess of the creditor's claim will be treated as an unsecured claim. Any claim listed as "\$0.00" or "NO VALUE" in the "Modified Principal Balance" column below will be treated as an unsecured claim. The lien will be avoided or limited through the plan or Docket will file a voluntary or other action (not a motion) in the court. In the event not already determined, the amount, extent or validity of the allowed secured claim for each claim listed below will be determined by the court at the confirmation hearing. Unless otherwise ordered, if the claimant notifies the Trustee that the claim was paid, payments on the claim shall cease.

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Name of Creditor	Description of Collateral	Value of Collateral (Modified Principal)	Interest Rate	Total Payment	Plan, Adversely in Other Action

**F. Surrender of Collateral. Check one.**

☒ None. If "None" is checked, the rest of § 2.1 need not be completed or reproduced.

If a Debtor elects to surrender in 2.1, the claim listed below the collateral that secures the secured claim. The Debtor requests that upon confirmation of this plan to pay a cash dividend for the stay under 11 U.S.C. § 541(c)(2) be terminated. All secured claims secured by collateral shall be terminated. All secured claims secured by collateral shall be terminated. All secured claims secured by collateral shall be terminated.

Name of Creditor	Description of Collateral to be Surrendered

**G. Lien Avoidance.** This section is to be completed for the claims listed in 2.1 of this plan. Check one.

☒ None. If "None" is checked, the rest of § 2.1 need not be completed or reproduced.

The Debtor moves to avoid the following judicial and nonjudicial liens, including a money lien of the following creditors pursuant to § 541(c)(2) of the Code, to the extent of the statutory or nonstatutory lien such as mortgage.

Name of Lien Holder			
Claim Description			
Amount of Lien			
Description of the Liened Property			
Amount of Lien			
Amount of Lien			
Amount of Lien			
Amount of Lien			

**3. PRIORITY CLAIMS.****A. Administrative Claims.**

1. Trustee's fees. Percentage fees payable to the Trustee will be paid to the estate by the United States Trustee.
2. Attorney's fees. Complete only one of the following options.
  - a. In 2.1(b) in the creditor list in the plan, I have paid the Debtor, the amount of \$\_\_\_\_\_ in the plan. This represents the unpaid balance of the prepetitionly receivable's fee specified in L.R. 2016-01-01.
  - b. I have paid \$\_\_\_\_\_ per hour, with the hourly rate to be adjusted in accordance with the terms of the written fee agreement between the Debtor and the attorney. Payment of such fee is composed of a separate fee application with the court, previously approved by the Court pursuant to L.R. 2016-01-01.
3. Other. Other administrative claims not included in §§ 3.1-3.3 above. Check one of the following provisions.
  - a. None. If "None" is checked, the rest of § 3.1 need not be completed or reproduced.
  - b. The following claim is included in the plan and will be paid in full.



Name of Creditor	Estimated Total Payment

**B. Pre-petition Claims Including certain Domestic Support Obligations**

Allowed unsecured claims entitled to priority under § 507(a)(1) of the Bankruptcy Code shall be paid in full unless modified under § 541.

Name of Creditor	Estimated Total Payment

**C. Domestic Support Obligations assigned to or owed to a governmental unit under 11 U.S.C. § 507(a)(1)(B). Check one of the following guidelines.**

☒ **Note:** If "Domestic Support" is checked, the rest of § 3 need not be completed or reproduced.

If a domestic support claim listed below is assigned to a governmental support obligation that has been assigned to or is owed to a governmental unit and will be paid less than a full payment of the claim, the plan provisions regarding the assignment of § 3 shall be applied to the claim (see 11 U.S.C. §§ 507(a)(1)(B), 541(c)(2)).

Name of Creditor	Estimated Total Payment

**4. UNSECURED CLAIMS****A. Claims of Unsecured Nonpriority Creditors Specifically Classified. Check one of the following guidelines.**

☐ **Note:** If "None" is checked, the rest of 4.A need not be completed or reproduced.

☒ If a general fund is available to pay the total amount of the following unsecured claims, such as unsecured secured debts, will be paid before other unsecured claims, unsecured claims. The claim shall be paid interest at the rate stated below. If no rate is stated, the interest rate set forth in the proof of claim shall apply.

Name of Creditor	Reason for Special Classification	Estimated Amount of Claim	Interest Rate	Estimated Total Payment

**B. Remaining allowed unsecured claims will receive a pro-rata distribution of funds remaining after payment of other classes.**

**5. EXECUTORY CONTRACTS AND UNPAID LEASES. Check one of the following guidelines.**

☐ **Note:** If "None" is checked, the rest of § 3 need not be completed or reproduced.

The following contracts and leases are assumed and amounts will be allowed claims to be treated in the plan for rejected.

Name of Other Party	Description of Contract or Lease	Monthly Payment	Interest Rate	Estimated Amount	Total Payment	Assume or Reject

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**A. VESTING OF PROPERTY OF THE ESTATE.**

Property of the estate will vest in the Debtor upon:

Check the applicable line:

- ☐ plan confirmation  
☐ order of discharge  
☒ closing of case

**3. DISCHARGE (Check one)**

☒ The Debtor will seek and receive a discharge under § 523(a).

☐ The Debtor is not eligible for a discharge because the estate is not a "debtor" under § 541(c)(2).

**3. ORDER OF DISTRIBUTION.**

If a plan provision requires a creditor to pay an unsecured claim after the plan, the Debtor will treat the claim as a secured claim only if the Debtor:

Payments from the plan will be made by the Debtor in the following order:

- Level 1: \_\_\_\_\_  
 Level 2: \_\_\_\_\_  
 Level 3: \_\_\_\_\_  
 Level 4: \_\_\_\_\_  
 Level 5: \_\_\_\_\_  
 Level 6: \_\_\_\_\_  
 Level 7: \_\_\_\_\_  
 Level 8: \_\_\_\_\_

If the above levels are modified, the rest of § 3 need not be completed or reproduced. If the above levels are not filled out, the order of distribution of plan payments will be determined by the trustee using the following as a guide:

- Level 1: Adequate protection payments  
 Level 2: Debtor's attorney's fees  
 Level 3: Domestic Support Obligations  
 Level 4: Priority claims, pro rata  
 Level 5: Secured claims, pro rata  
 Level 6: Specifically classified unsecured claims  
 Level 7: Unsecured general unsecured claims  
 Level 8: Unsecured general unsecured claims to which the Debtor has not objected

**6. NONSTANDARD PLAN PROVISIONS**

Include the additional provisions below or on an attachment. Any nonstandard provision placed elsewhere in the plan is void. (NOI) The plan and a copy-attachment must be filed as one document, not as a plan and exhibit.

**REVISIONS:**  
 The plan is being revised to include the following provisions:  
 1. The plan is being revised to include the following provisions:  
 2. The plan is being revised to include the following provisions:  
 3. The plan is being revised to include the following provisions:  
 4. The plan is being revised to include the following provisions:  
 5. The plan is being revised to include the following provisions:  
 6. The plan is being revised to include the following provisions:  
 7. The plan is being revised to include the following provisions:  
 8. The plan is being revised to include the following provisions:

By: 01/15/2025

/s/ Lisa A. Rynard

Attorney for Debtor

/s/ Scott W. Dunham, Jr.

Debtor

/s/ Kevin L. Dunham

Joint Debtor

By filing this document, the Debtor, if not represented by an attorney, or the Attorney for Debtor, certifies that this plan contains no nonstandard provisions other than those set out in § 9.



## ASSET PURCHASE AGREEMENT

This Agreement is made on this 22<sup>nd</sup> day of June, 2023, by and between **TRUCK & TRAILER SALES & LEASING CORP.**, a Pennsylvania business corporation with a principal place of business at 1273 S. Market Street, Selinsgrove, Pennsylvania 17870 (Seller) and **C & R DUNHAM TRUCKING LLC**, a Pennsylvania limited liability company with a principal place of business at 837 App Road, Selinsgrove, Pennsylvania 17870 (Buyer).

WHEREAS, Seller operates a trucking sales, leasing and servicing business, which includes a transportation department that owns and operates various trucks (Transportation Department); and

WHEREAS, Buyer desires to purchase from Seller certain assets of Seller's Transportation Department.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and intending to be legally bound hereby, the parties agree as follows:

### 1. SALE AND PURCHASE OF ASSETS.

Subject to the terms and conditions herein, Sellers shall sell, and Buyers shall purchase, the following assets (Assets), together with Seller's Transportation Department, and assist in the transition of key employees as a going concern:

- A. Seller's vehicles and equipment as shown on Exhibit A;
- B. Key employees being offered to transfer employment to Buyer from Seller's Transportation Department, namely A. Kline; G. Adams; G. Weller; and K. Snyder;
- C. Goodwill.



## **2. PURCHASE PRICE AND ALLOCATION.**

The purchase price is \$475,000.00. Buyer shall deposit with seller a good faith deposit in the amount of \$5,000.00 at the time of execution of this agreement which shall be applied to the purchase price. At closing, Buyer shall pay \$240,000.00 of the purchase price by bank or certified check payable to the Seller with the balance to be financed by the Seller. The balance of the monetary obligation of \$235,000.00 owed by Buyer to Seller shall be secured by a personal guarantee signed by Scott Dunham, a corporate guarantee to be signed by Scott Dunham as Managing Member of C & R Dunham Trucking, LLC, a Pennsylvania limited liability company, and Uniform Commercial Code (UCC) Financing Statements filed against all assets named on "Exhibit A". Buyer shall repay the balance financed by the Seller over a term of ten (10) years at an interest rate of four percent (4%), having a monthly payment of \$2,379.26, and subject to a five (5) year balloon in the amount of \$131,570.31. The purchase price shall be allocated as follows:

A. Vehicles and Equipment (Exhibit A):	\$240,000.00
B. Assistance in Transferring Retained Employees/Goodwill	<u>\$235,000.00</u>
	\$475,000.00

## **3. LIABILITIES**

Buyer shall not assume any present or future debts, liabilities, or obligations of Seller, and Seller shall not assume and current or future debts' liabilities or obligations of Buyer.

## **4. ACCOUNTS RECEIVABLE AND PAYABLE.**

A. Seller shall have the right to collect any outstanding Accounts Receivable due to Seller as the result of work the Transportation Department performed prior to the date of closing.



B. All accounts payable relating to said Transportation Department shall be settled at a zero balance prior to or on the date of closing.

**5. DATE OF CLOSING AND DEPOSIT.**

The closing of this transaction shall occur on or before July 31, 2023, at the office of Antonio Michetti, Esq. or such other place as may be mutually agreed upon by the parties. In the event of Buyer's default, Seller's may retain the sum paid on account as liquidated damages or on account of the purchase price, as the Seller's may elect. The retention of the deposit is optional, and not mandatory, and the above remedies are in addition to any other remedies provided at law or in equity.

**6. WARRANTIES OF SELLERS.**

Seller represents and warrants to Buyer, as of the date of this Agreement and the time of closing, as follows:

- A. Seller is the sole and unconditional owner of the Transportation Department and the Assets thereof;
- B. Seller has the authority and the power to enter into this Agreement and to sell the Assets;
- C. The execution of this Agreement and the sale of the Assets shall not constitute a violation of any contract to which Seller is a party;
- D. All bills of sale, instruments of transfer, assignments and other instruments delivered by Seller to Buyer in connection with this transaction shall be sufficient to vest in Buyer good and marketable title to the Assets of the Transportation



Department, free and clear of any and all liens, encumbrances, charges or other claims of any kind;

- E. There are no lawsuits pending presently against the Transportation Department and there are presently no threatened claims, proceedings or lawsuits of any kind against Transportation Department;
- F. Seller has timely filed true and correct federal, state and local tax returns and paid all taxes, fees and amounts due any person or governmental agency;
- G. Seller shall defend, indemnify and hold Buyer harmless from any claims or demands of creditors of Seller, including taxing authorities;
- H. Seller has complied with all applicable federal, state and local laws, rules and regulations;
- I. Between the date of this Agreement and the date of closing, Seller will continue to operate the Transportation Department in the usual and ordinary course;
- J. No notice by any governmental or other public authority has been served upon Seller;
- K. Buyer has had the opportunity to inspect the trucks which are subject to this sale, and agrees to accept them "as is".

## **7. WARRANTIES OF BUYERS.**

Buyer represents and warrants to Seller, as of the date of this Agreement and the time of closing, as follows:

- A. Buyer is a limited liability company duly organized, validly existing and in good standing under the laws of the Commonwealth of Pennsylvania, and has the



corporate power and authority to own and use its properties to transact the business in which it is engaged, and to enter into this Agreement and to consummate the transaction contemplated hereby;

B. Buyer is not aware of any facts which prohibit Buyer from closing this Agreement in accordance with the terms thereof;

C. The execution of this Agreement and the consummation of the transaction contemplated hereby by the Buyer will not result in any breach of the terms or conditions of, or constitute a default under any instrument or obligation to or by which Buyer may be bound or effected, or violate any order, writ, injunction or decree of court in any litigation to which Buyer is a party, or violate any law;

D. Neither the execution nor the delivery of this Agreement by Buyer, nor the purchase by Buyer of the Assets pursuant to this Agreement, will contravene any provision of the Certificate or Organization or Operating Agreement of the Buyer.

#### **8. SURVIVAL OF WARRANTIES.**

All representations, warranties and agreements set forth in this Agreement shall survive the closing and the transfer of Assets.

#### **9. CONDITION OF TANGIBLE ASSETS.**

Seller represents that the tangible assets being sold under this Agreement are in good condition and repair, reasonable wear and tear excepted.

#### **10. RISK OF LOSS.**

Seller assumes all risk of loss, damage or destruction to the assets subject to this Agreement until the date of closing. In the event of a loss that severely damages the Assets or



substantially impairs the value of the Transportation Department, Buyer shall have the option to terminate this Agreement upon written notice to Seller.

#### **11. BROKERAGE AND OTHER EXPENSES.**

Seller and Buyer represent to each other that neither of them has been represented by any broker entitled to any fee or commission in connection with this Agreement. The parties hereto shall each pay their own expenses incidental to the preparation of this Agreement and the consummation of the transactions contemplated hereby.

#### **12. ITEMS TO BE DELIVERED AT CLOSING.**

A. At the closing, Seller shall deliver to Buyer and Buyer shall take possession of the following:

- (i) The Assets:
- (ii) A Bill of Sale for the Assets:
- (iii) Titles, endorsed for transfer, to the vehicles referred to in Exhibit A;
- (iv) Executed counterparts of all Agreements executed by Buyer which require Seller's agreement and execution.

B. Buyers shall deliver to Sellers, and Sellers shall take possession of the following:

- (i) Payment of all sums due pursuant to this Agreement:
- (ii) Certified copies of Resolution of the Member(s) of Buyers authorizing the execution of this Agreement and all documents required for closing;
- (iii) Executed counterparts of all Agreements executed by Seller which require Buyer's agreement and execution.



### **13. INDEMNIFICATION.**

- A. Seller shall indemnify, defend and hold Buyer harmless from and against any and all claims, demands, actions, liabilities, costs, expenses, losses and damages, (including attorney's fees), which may arise or result from: (1) the conduct of the Business prior to the date of closing; (2) any misrepresentation, breach of warranty or breach or default in performance by Seller of any covenant, promise or agreement contained in this Agreement.
- B. Buyer shall indemnify, defend and hold Seller harmless from and against any and all claims, demands, actions, liabilities, costs, expenses, losses and damages, (including attorney's fees), which may arise or result from: (1) the conduct of the Business on or after the date of closing; (2) any misrepresentation, breach of warranty or breach or default in performance by Buyer of any covenant, promise or agreement contained in this Agreement.

### **14. NOTICE.**

Whenever notice is given pursuant to this Agreement or otherwise, it shall be in writing, delivered in person or sent by registered or certified mail, postage prepaid, to the address of each of the parties as set forth above, or at any other address furnished in writing by one party to the others.

### **15. NO ASSIGNMENT.**

No right or interest arising under this Agreement shall be assigned by Seller or Buyer without the written consent of the other.



**16. AMENDMENT.**

This Agreement may not be amended, modified or altered except by a written instrument executed by all parties hereto.

**17. PARTIES IN INTEREST.**

This Agreement shall be binding on and inure to the benefit of, and be enforceable by, the parties hereto, their heirs, personal representatives, successors and assigns.

**18. GOVERNING LAW.**

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the Commonwealth of Pennsylvania.

**19. ENTIRE AGREEMENT.**

This Agreement is the entire agreement between the parties hereto and no previous or contemporaneous oral, written or otherwise indicated agreements shall be of any force or effect.

This Agreement correctly sets forth the obligations of Seller and Buyer to each other as of its date.

**[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**

**SIGNATURES TO FOLLOW**



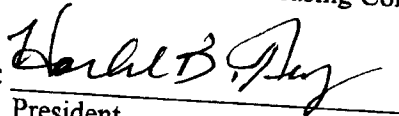
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

ATTEST:

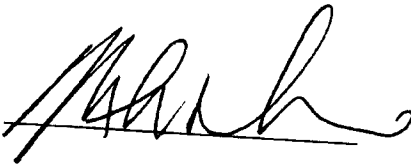


SELLER:

Truck & Trailer Sales & Leasing Corp.

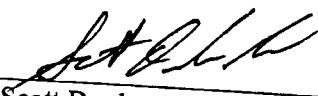
By:   
President

WITNESS:



BUYER:

C & R Dunham Trucking LLC

By:   
Scott Dunham, Managing Member